**Declaration cum Undertaking from the Foreign Investor under FDI category**

Date

To

National Stock Exchange

Dear Sir/ Madam,

\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the Applicant”/ “I”/ “We”) is/are intending to purchase equity shares of Re 1 each of NSEIL from \_\_\_\_\_\_\_\_\_\_\_\_ In connection with the above, we hereby declare and undertake as under:-

1. I/We am/are a person not resident in India [as per the Indian Income Tax Act, 1961].
2. I/We am/are resident in \_\_\_\_\_\_\_\_\_ (country name), a country whose

**[ ]** Securities market regulator \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the regulator) is a signatory to International Organization of Securities Commission's *(IOSCO’s)* Multilateral Memorandum of Understanding *(MMoU) (Appendix A Signatories* or a signatory of a bilateral Memorandum of Understanding (MoU) with SEBI (bilateral MoU between SEBI and the overseas regulator that inter alia provides for information sharing arrangements) **or**

**[ ]** Central bank \_\_\_\_\_\_\_\_\_\_\_\_ (name of the central bank) is a member of Bank for International Settlements (Applicable only if the applicant is a bank).

1. I/We am/are not resident in a country identified in the public statements issued by Financial Action Task Force (FATF) as:-
	* 1. *a* jurisdiction having a strategic Anti-Money Laundering/ Combating the Financing of Terrorism *(AML/CFT)* deficiencies to which counter measures apply, or
		2. *a jurisdiction that has not made sufficient progress in addressing the deficiencies or has not committed to an action plan developed with the FATF to address the deficiencies.*
2. I/We am/are legally permitted to invest in securities outside my country of incorporation or establishment or place of business.
3. I/We am/are authorized by our Memorandum of Association and Articles of Association or equivalent document(s) or the agreement to invest on my/ our own behalf or on behalf of my/ our clients.
4. I/ We have good reputation, financially sound and there are no instances or cases (either with regulators, courts, investors, etc.) where it has been concluded that I/ we have reflected lack of fairness, honesty and integrity.
5. I/ We shall forthwith (and not later than six months or such lower period as may be prescribed by NSEIL from time) inform NSEIL and you in writing:
6. If any information or particulars previously submitted to you are found to be false or misleading, in any material respect.
7. If there is any material change in the information previously furnished by me/ us to you. Such material change may include but not limited to any direct or indirect change in control, change in regulatory status, merger, demerger or restructuring, change in category, change in structure/ beneficial ownership etc
8. In case of any penalty, pending litigations or proceedings, findings of inspections or investigations for which action may have been taken or is in the process of being taken by an overseas regulator against me/ us.
9. I/ We shall as and when required by NSEIL or any other government agency in India, submit any information, record or documents in relation to my/ our activities.
10. I/ We confirm that we have not been restricted or constrained by local regulators / court order / etc. from investing in our home country and or in any overseas jurisdiction.
11. I/ We shall, in relation to my/ our activities as FDI, at all times, comply with and subject myself/ ourselves to the extant Indian laws, rules, regulations, circulars, guidelines issued and any other terms and conditions specified by SEBI, RBI or any other regulators from time to time.
12. I/ We shall provide any additional information or documents or declarations and undertakings as may be required by you to ensure compliance with the Prevention of Money Laundering Act, 2002 and rules and regulations prescribed thereunder, FATF standards and circulars issued from time to time by SEBI, RBI or any other regulators from time to time.
13. The aforesaid declarations/undertakings and the information provided are true and correct. I/We further understand and agree that I/we shall be solely responsible for all consequences arising out of either the declarations/ undertakings being false or for any breach of the declarations/undertakings and hold NSEIL harmless for relying on such declarations, undertakings and information and agree to indemnify them for any losses, costs, damages, charges (including reasonable legal fees and disbursements), levies, penalties, taxes or interest that they may incur due to reliance on such information and/ or this declaration/ undertaking.
14. I/ We shall ensure the holding is within the stipulated investment limit prescribed under SEBI/FEMA regulations, guidelines, circulars issued thereunder and any other terms and conditions specified by SEBI/RBI from time to time

**Date:** (Signature block for Applicant)

**Place: Signature(s) of Authorised Person(s)**